

Doc id	Title	Organization/Author	Date	Status
	bSI SPEC Agreement	Richard Kelly	12/12/2016	Version 1

SPEC AGREEMENT: For buildingSMART Specification (SPEC) publication

1 INTRODUCTION

- 1.1 buildingSMART is the worldwide Authority driving transformation of the built environment through the creation and adoption of open, international standards.
- 1.2 buildingSMART is an open, neutral and international not-for-profit organisation.
- 1.3 buildingSMART International (bSI) activities are organised in accordance with buildingSMART Standards Process which published on our website. The Standards Process has within it a mechanism for any organisation to publish material they wish to proposed and develop to become an open international buildingSMART standard. This mechanism is known as the bSI SPEC publication facility.
- 1.4 This agreement describes the details the bSI SPEC publication facility arrangements. Organisation wishing to take advantage of the bSI SPEC publication facility are required to execute this agreement.

2. The bSI SPEC Mechanism

- 2.1 The bSI SPEC publication mechanism is a means for any organisation to make work or material they have developed open available for others to work on and develop. It is intended as an entry point to allow work developed anywhere in the world to be introduced into the buildingSMART Standards process.
- 2.2 A bSI SPEC is a body of work which can be published and does not require any ongoing support. It should be work which it intended for development and adoption as best practice or standards by the international community.

bSI SPEC or not standards and as such don't require approval by the Standards Committee. The creation of a SPEC precedes the Standards Process.

- 2.3 The bSI SPEC mechanism is overseen by the Standards Committee Executive (SCE) who act as Sponsor of the bSI SPEC. Application to produce a bSI SPEC will be made to the SCE. The SCE will decide if the work is suitable to be published as a bSI SPEC and their decision is final.

bSI SPECS must be relevant to bSI's business work.

The work being proposed as a bSI SPEC must:

- be free of Intellectual Property Rights (IPR) restrictions
- not be in conflict with other bSI Standards unless it is clear that it is a continuous improvement development.

2.4 bSI Chapters, Members and Third Parties may produce a bSI SPEC. bSI makes a charge for publication of bSI SPEC. The Fees are set out below.

The cost of production of the bSI SPEC and translation into English, is at the authoring organisation's expense.

2.5 All bSI SPECs shall be reviewed by the SCE every 3 years to decide whether to confirm it as a SPEC for a following 3 year period or require it to enter the Standards Process for progression to bSI Standard or to be withdrawn.

After six years the bSI SPEC will either proceed to bSI Standard or be withdrawn.

3. The bSI SPEC Process

3.1 [The bSI SPEC process](#) is detailed in the Standards Process and may be updated from time to time.

3.2 The SPEC process begins with application to the Standards Committee Executive (SCE) using the form included in the [bSI SPEC Process](#).

3.3 Publication of the SPEC will happen after the SCE has approved the draft and once this agreement is signed and the fee is received.

4 FEES

4.1 The fee payable per SPEC is in two parts.

Phase 1: 3 year period from first publication

Phase 2: follow on 3 year period if the progression to bSI standard development has not progressed

4.2 The level of fee is dependent on whether the authoring body is a member, or not of bSI. The fees are as follows:

bSI Chapters and Member Phase 1: €15,000, Phase 2: €5,000

bSI non-member Phase 1: €25,000, Phase 2: €10,000

After a total of 6 years bSI will withdraw the SPEC from publication regardless of whether it has started the progression to bSI standard development.

5 BENEFITS AND OBLIGATIONS OF SPEC Publication



5.1 BuildingSMART provides an environment where parties who share our goals and ambitions for open BIM can join together for the co-development and implementation of International Standards and compliance regimes.

5.2 BuildingSMART is a not-for-profit organisation and does not therefore have funds of its own to set up and publish SPECs. SPECs are therefore written by third parties who may or may not be members of buildingSMART International.

Organisation and Membership Details

Organisation: _____

Registered address: _____

Type of Organisation: _____

Authorised Contact Person: _____

Phone: _____

Email: _____

Postal address: _____

Agreement:

By signing below, the applicant acknowledges and agrees that, when signed and accepted by buildingSMART International, this agreement represents an on-going binding contract between the parties and commits the applicant to:

- I. Produce a bSI SPEC for publication in accordance this is agreement
- II. Pay the appropriate bSI SPEC fee in accordance with this agreement
- III. Comply with the published processes and policies of buildingSMART International, and specifically the:
 - a. Brand Policy
 - b. The Standards Process;



- IV. Acknowledge the intent of the Intellectual Property statement and agree to operate in good faith with this until such time as a formal intellectual property rights agreement is issued and agreed, and
- V. Comply with such other rules and policies as are properly made by buildingSMART International, International Council, Management Executive or properly constituted committees.

The applicant certifies that they have all the necessary permissions and authorities to enter in to this agreement and freely publish the work proposed to become a bSI SPEC . Fees are non-refundable and membership is non-transferable.

Applicant's Signature Block:

Printed: _____ Date: _____

buildingSMART International Confirmation Signature Block:

Printed: _____ Date: _____